



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

recording of the conveyance or transfer, not from the time of actual transfer. *Loeser v. Bank & Trust Co.*, 148 Fed. 975. *In re Great West. Mfg. Co.*, 152 Fed. 123.

CARRIERS—ASSAULTS BY EMPLOYEES ON PASSENGERS.—Plaintiff and three friends boarded one of defendant's street-cars, plaintiff taking a seat alone. Following a dispute as to fare, in which plaintiff took no part, the conductor ejected one of the party and then engaged in a fight with him outside the car. Plaintiff stepped from the car to separate them, whereupon the motorman knocked him down and beat him; the two then put him on the car and took him to the police station, where he was placed under arrest. In an action against the company, *Held*, defendant was not liable for the motorman's assault, plaintiff's injuries having been received outside the car in a voluntary intervention in a quarrel as to which defendant owed him no duty. *Zeccardi v. Yonkers R. Co.* (1907), — N. Y. —, 83 N. E. Rep. 31.

The decision (from which two judges vigorously dissent) seems to modify the holding in *Stewart v. Brooklyn, Etc., Ry. Co.*, 90 N. Y. 588, and *Dwinnele v. N. Y. C. and H. R. R. Co.*, 120 N. Y. 117, where it is held that the duty of the carrier to protect his passenger from assaults by his servants is, in fact, absolute, and that the question whether or not the servant is acting within the scope of his authority can not be raised in such cases. Plaintiff is conceded to have been a passenger at the time of the assault, guilty of no misconduct, but, nevertheless, had placed himself where the defendant owed him no duty and no protection. No consideration is given to the forcible detention and subsequent arrest of plaintiff, and no cases are cited in support of the opinion. The special liability of the carrier for the torts of his servants has been asserted in *Nieto v. Clark*, 1 Cliff. 145; *R. R. Co. v. Van Diver*, 42 Pa. St. 365; *Craker v. C. and N. W. R. R. Co.*, 36 Wis. 657; *T. H. R. R. Co. v. Jackson*, 81 Ind. 21; *Peebles v. B. R. R. Co.*, 60 Ga. 282; *McKerly v. C. and N. W. R. R. Co.*, 44 Ia. 314; *C. and E. R. R. Co. v. Flexman*, 103 Ill. 546; *Bryant v. Rich*, 106 Mass. 180; *Goddard v. Grand Trunk R. Co.*, 57 Me. 213, and is the rule in Kentucky, Tennessee, Minnesota, Missouri, Texas, and West Virginia. The liability of the employer has been enforced where a conductor called a passenger outside the car and assaulted him; where a passenger accosted a porter outside the car and was knocked down; where a passenger was followed by a conductor to the offices of the company and there assaulted. New York has been classed among the states which have adopted this rule of absolute liability of the carrier for the torts of his servants; but this holding of its highest court would indicate that it is to be applied with limitations.

CONSTITUTIONAL LAW—FOREIGN CORPORATIONS—INTERSTATE COMMERCE.—A Pennsylvania corporation contracted with a citizen of Wisconsin for the furnishing, by the usual transportation agencies, of instruction continuously for a considerable period of time, and agreed to furnish him with a complete set of instruction papers in pamphlet form, and drawing plates, to be